The Solicitors' Journal

VOL. LXXXVI. **Saturday, May 23, 1942.** No. 21

Editorial, Publishing and Advertisement Offices : 29–31, Breams Buildings, London, E.C.4. Telephone : Holborn 1403.
SUBSCRIPTIONS : Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.
Annual Subscription : £3, *post free,* payable yearly, half-yearly, or quarterly, in advance. *Single Copy :* 1s. 4d., *post free.*
CONTRIBUTIONS : Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.
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Current Topics.

Barristers' Clerks.

REFERENCES in the Press to that indispensable adjunct to the administration of justice, the barrister's clerk, are somewhat rare and are, therefore, the more appreciated wherever they occur. Mr. EDGAR HARVEY, in a recent letter to *The Times* recalled that the immortal Theo. Mathew, who will be remembered, among other things, for his "Forensic Fables," often related having overheard strange phrases used by barristers' clerks when refusing briefs—such as, for example, "Sorry, can't take it, we're addressing him in Court 6," or again, "Can't be there, old son, we're on our legs in the Crown Paper," or stranger still, "We shall be doing a murder on Friday." Perhaps the more accurate phrase "We are on our feet," used by the modern generation of barristers' clerks, will be more familiar to solicitors. This doctrine of identity with the clerk's principal can sometimes be carried dangerously far, as is shown by an anecdote told by Sir HENRY SLESSER in his recent book "Judgment Reserved." A leader who was more renowned for his ability as an advocate than for his personal beauty had a clerk who had a reputation for being "a card." When his employer took silk, he was asked what he thought of his prospects, and replied : "We are doing quite well, notwithstanding our unfortunate appearance." This whole-hearted identification with their principal is indicative of the loyalty felt and practised by barristers' clerks to their employers as well as the shrewd recognition that their own advancement is indissolubly linked with that of their employers. It is not surprising to find that from the ranks of the clerks themselves there sometimes rises a distinguished advocate or even a member of the bench. Being clerk to a busy barrister is not entirely a matter of luck, as is popularly supposed. It is one thing to find the work pouring in, and it is quite another thing to keep it from falling off. Many a successful barrister owes not a little of his continued success to the tact and organising ability of a clerk who has wholeheartedly identified himself with his employer's interests.

Hotel and Restaurant Meals.

IN answer to a question by LORD SOUTHWOOD in the House of Lords on 12th May, the Minister of Food said that an order was about to be made which restricted the number of courses in any meal served in a public restaurant to a maximum of three. The order also enabled the Minister to prohibit the service of fish, game and poultry on certain days in the week. The consumption of food in catering establishments would be prohibited between the hours of 11 p.m. in the provinces and 12 midnight in the Metropolitan Police district, and 5 a.m., except to a resident in a hotel, or at catering establishments which have been specially licensed for the service of meals to night workers and travellers. The price of meals would be restricted to a maximum of five shillings. The Order would also restrict the charge which could be made for dancing, cabaret service when added to the bill, and for whisky, gin and beer served with a meal. The maximum charge for dancing and cabaret was fixed at 2s. 6d. Where necessary, the Minister could license, in exceptional circumstances, a catering establishment which would not otherwise be able to remain open to make a "house charge" additional to the maximum charges permitted under the Order. This, however, would not increase the value of the food which such an establishment would be able to provide compared with other establishments. The amount of the "house charge" would be shown compulsorily on the menu. The general provisions of the new Order would come into operation on 1st June, but the issue of licences for the service of meals during prohibited hours and for giving authority for making a "house charge" might not be completed until 15th June. In answer to further questions, LORD WOOLTON said that the amount of the "house charge" would be subject to his sanction and would have to be supported by figures, and that a licence would be given to canteens for members of His Majesty's Forces to serve meals after midnight in the Metropolitan area and 11 o'clock elsewhere. The Order, described as the Meals in Establishments Order (S.R. & O., No. 909) was signed by LORD WOOLTON on the same evening.

The Finance Bill.

A NUMBER of interesting amendments to the Finance Bill were moved in the Commons on the second reading on 13th May. Drafting amendments to cl. 10 were moved and carried to make it clear that where a justices' licence was temporarily suspended owing to the discontinuance of business resulting from war circumstances, the suspension procedure may be applied whether the damage took place before or after the passing of the Bill. With regard to cl. 18, which deals with the charge of purchase tax on account books and plain books, Sir KINGSLEY WOOD said that the question arose in the administration of the tax as to what was a book and whether loose-leaf books were included. It was ultimately agreed to exempt loose-leaf refill sheets for plain books and account books, accounting forms in books, in pads and other forms, sheets and cards designed for use in a machine accounting system. Questions then arose as to whether packing lists, laundry lists, share certificates, insurance forms, football coupons, loose-leaf sheets or pads for refilling note books, drawing books, etc., were to be regarded as within the exemption. In order to resolve the difficulty it had been decided to impose the tax in all cases. The clause was ordered to stand part of the Bill. An amendment by Mrs. TATE to cl. 20 (income tax for 1942–43) to ensure that the rate of income tax for women should be 6s. 8d. in the pound, leaving it at 10s. in the pound for men was by leave withdrawn. Mrs. TATE explained that she had brought it forward in order to raise the question of equal compensation for war injuries. Mr. SPENS, in moving an amendment to cl. 34 dealing with the power to require production of accounts and books, said that the clause was not confined to cases of fraud or suspected fraud. The two categories of cases to which it applied were those in which a taxpayer delivered no statement of his income, and those in which the Commissioners of Inland Revenue were not satisfied with a statement which he had delivered. In such cases the clause empowered the Commissioners to deliver a notice in writing to the taxpayer requiring him to produce for the inspection of the surveyor or any officer authorised by the Commissioners all books, accounts and documents in his possession or power concerning his business transactions. The questions which he wished to raise were, first, who should have the right to examine the taxpayer's books, and secondly, ought there not to be some limit put upon the books, accounts and documents which the Commissioners can call to be produced. He suggested that the books should go only to senior officials to be examined. There should also be some limit on the meaning of the word "documents," which in its ordinary meaning included letters, correspondence, diaries and other pieces of writing in which a person jotted down notes of his private affairs. In cases where no books were kept, and everything was done by cash transaction the clause would have no effect at all. The amendment was by leave withdrawn after the Attorney-General had explained why the power could not be limited to cases of suspected fraud but had to extend to doubtful cases, and that the permission of the Commissioners of Inland Revenue had to be sought, and not of the local commissioners.

Further Debate.

ON the following day, Mr. SUMMERS moved a new clause to empower firms in certain circumstances to deduct as an expense from profits contributions made to a central fund for the

furtherance of export trade. He said that considerable sums had accumulated owing to the decrease in exports as a result of the war, and the object of the clause was to prevent the dissipation of those sums in tax so that they would not be available when normal circumstances were restored. Sir KINGSLEY WOOD pointed out that the clause ran counter to a general principle and would commit the revenue to allowing an allocation to reserve as a deduction in computing profits for taxation purposes. The effect of the clause would be to enable traders to build up reserves for the furtherance of export trade entirely at the expense of the excess profits tax. The clause was by leave withdrawn. Mr. BENSON moved an amendment to Sched. 10 affecting the powers of income tax collectors in the City of London. He said that in 1930 in every part of the country except London the right to appoint collectors was taken away from the Commissioners, with the result that both the tax collecting system and the collectors in the City of London were antiquated. Ten of them were over seventy and three over eighty. These elderly gentlemen held sinecure appointments and the work was done for them by collectors appointed by the Inland Revenue. EARL WINTERTON said that if there was any truth in the allegation that persons were drawing salaries for work which they were not doing, the sooner the Select Committee on National Expenditure inquired into it the better. Captain CROOKSHANK, replying for the Government, said that the collectors were the servants of the City of London Commissioners. The arrangement by which the City of London Commissioners were in control and appointed collectors was laid down in the Finance Act, 1931, when the distinction was accepted. The amendment was negatived. The committee stage having come to an end, the Bill was reported to the House.

Some War Damage Questions.

THE universal interest in war damage problems is reflected in the number of questions on this subject that are put to Ministers from time to time by members of Parliament. On 12th May Mr. LOFTUS asked the President of the Board of Trade whether, in the event of invasion of this country, compensation for loss through the application of the scorched earth policy, or in consequence of seizure by the enemy, is covered by the War Risks Insurance and War Damage Acts, or whether the Government propose to accept liability for losses which may be caused to citizens under these heads. Mr. DALTON replied that those Acts were designed to deal with damage resulting from such risks as air raid or coastal bombardment and would not in general cover the risks mentioned. It would not be possible to lay down in advance the financial arrangements which might have to be adopted in the circumstances described in the question. Whatever was contemplated by those who framed the Acts, it would be difficult to extract a narrow interpretation from such words as " damage occurring (whether accidentally or not) as the direct result of action taken by the enemy or action taken in combating the enemy " in s. 80 (1) (*a*) of the War Damage Act, 1941. There are no express words limiting the definition of damage, as suggested by the Minister, either in that section or in s. 15 (1) of the War Risks Insurance Act, 1939, as amended by the War Damage Act, 1941, s. 78. What modifications of the law might be thought necessary in case of invasion we do not venture to predict. In answer to a question concerning an alleged delay in paying out claims for small amounts in respect of pawned goods on the ground that replacement of goods at the pawnbrokers was not urgent, Mr. DALTON said that special machinery was set up some months ago to deal with all chattel claims not exceeding £25, and he was glad to say that most of these had now been paid. He also said that a statement that claims for less than £2 were not payable under the Business or Private Chattels Scheme would be inserted in future prints of the explanatory memoranda relating to Pt. II of the War Damage Act. It is good to note that the responsible authorities spare no effort to make this necessarily complex branch of the law intelligible to the general public.

Local Authorities and War Damage.

IN a circular letter to local authorities from the Ministry of Health, dated 1st May (Circular 2636), it is stated that the Board of Trade have further reviewed the procedure which local authorities (other than in their capacity of public utility undertakers) should adopt in submitting claims in respect of damage which occurred prior to 17th April, 1941, to their goods insurable under the Business Scheme under Pt. II of the War Damage Act, 1941. With the letter was forwarded a general statement which the Board has prepared indicating the procedure which they desired local authorities to follow. The statement points out that 12th April, 1941, was the date on which the Business Scheme came into operation. In some cases local authorities have already sent notifications of damage to the Government department concerned with the particular activities of the authority. These notifications in many cases refer not only to war damage falling under Pt. II of the War Damage Act, 1941, but also to damage to buildings and other " land," within the meaning of Pt. I of the War Damage Act. The Board of Trade consider that claims under Pt. II of the Act could be dealt with more expeditiously if made on form V.O.W.1 (or if these are not available locally, on form B.S.3) and confined to damage to equipment falling under Pt. II of the Act. The forms should be forwarded direct to the District Insurance Committee of the Board of Trade for the area in which the local authority is situated. Where form B.S.3 is used, it should be clearly marked " Pre-Scheme Claim." Local authorities should forthwith send in to the chairman of the appropriate District Insurance Committee a form of claim completed in respect only of plant and equipment falling under Pt. II of the War Damage Act, provided the claim has not already been paid. This should be done irrespective of whether notice of loss or damage has already been given to the appropriate department. In view of note (iii) at the head of form V.O.W.1, claims should not have been made on that form to the district valuer by local authorities, but some local authorities have overlooked the instruction and have submitted claims. In these cases the local authority should not complete a further form, but if no action has been taken to assess the claim, the District Insurance Committee should be notified of the date when it was made, of the address of the district valuer to whom it was sent and of the district valuer's reference number (quoted in his postcard acknowledgment). Similarly, if a claim has been made on form B.S.3, a further form need not be completed, but the District Insurance Committee should be notified of the action taken. These instructions, it is stated, do *not* extend to (*a*) damage to goods or equipment held or used for the purpose of any public utility undertaking within the meaning of s. 40 (5) of the War Damage Act carried on by the local authority, or (*b*) damage to goods or equipment which has already been made the subject of a claim addressed direct to Insurance and Companies Department of the Board of Trade, or (*c*) to claims arising on and after 17th April, 1941. Claims arising after that date on an insurance policy issued under the Business Scheme will ordinarily be sent to the Agent of the Board of Trade through whom the insurance was effected, as soon as may be.

Forms of Contract and Paper Saving.

A PAPER-SAVING suggestion which should be of interest to lawyers was recently put forward by Mr. T. G. JAMESON, managing director of a well-known northern company. He pointed out that the present form of bill of lading in use was awkward to handle and wasteful of paper and printing. He proposed that each clause shall be given a number and be printed on one form and that copies should be kept by all concerned. For the present large documents, quarto or octavo forms should be substituted, printed with the numbers of the clauses required. It would be necessary to include a provision that the parties were entitled to the rights, privileges and immunities contained in the bill of lading clause as if they were set out specifically therein. According to the City Notes of *The Times* of 5th May, some lines have already done a great deal to reduce the size and simplify the appearance and wording of their documents. At the present time the representative of the British Ministry of War Transport in the United States issues a plain bill and merely refers in it to the terms of the bills of individual carriers. The introduction of shortened forms of contract, while not a complete innovation, would result in a certain saving of paper, a particularly valuable result at a time when paper is needed as a war munition. The existence of the National Conditions of Sale and The Law Society's Conditions of Sale might serve as a model on which to base the forms of other types of contract with general benefit to the paper-saving campaign and perhaps also with a resultant achievement of greater certainty in contract.

Recent Decisions.

In *Waterlow and Sons, Ltd.* v. *Shoreditch Assessment Committee*, on 28th April (*The Times*, 29th April), a Divisional Court (The Lord Chief Justice, HUMPHREYS and CASSELS, JJ.) held that where a factory was altered to provide for the construction within it of an air-raid shelter, so that the space available for business and, consequently, the hypothetical rent was reduced, the factory should be assessed on the basis of the diminished annual value, notwithstanding s. 1 (1) of the Act of 1938, which provided that, in ascertaining the value of a hereditament for rating purposes, no regard shall be had to any structural alterations or improvements made after the first assessment solely for the purpose of affording protection from hostile attack from the air. The Lord Chief Justice held that the subsection was intended to give relief from the burden of an increased rateable value due to the provision of an air-raid shelter, and it was not intended to interfere with the ordinary law of rating that the rateable value should be reduced where the annual value was reduced owing to an alteration.

In *Henriksen* (*Inspector of Taxes*) v. *Grafton Hotel, Ltd.*, on 13th May (*The Times*, 14th May), the Court of Appeal (LORD GREENE, M.R., DU PARCQ, L.J., and SINGLETON, J.), held that the payment of monopoly value imposed on the tenant of licensed premises on the granting of the licence was not a deductible expense for the purpose of computing the tenant's profits for income tax purposes, but fell into the same category as a premium paid for a lease, even though it was payable by instalments spread over a number of years.

Part II of the Liabilities (War-Time Adjustment) Act, 1941—I.

SECTION 26 of Pt. II of the Liabilities (War-Time Adjustment) Act, 1941, is to be construed as one with the Courts (Emergency Powers) Acts, 1939–40; and may together with them be cited as the Courts (Emergency Powers) Acts, 1939–41. Rules for the High Court and the county court under the Act have been issued (S.R. & O., 1941, Nos. 803–4). The effect, stated briefly, of s. 26 (1), which applies when a judgment or order has been made (*a*) for the recovery of a debt under a contract made after the 2nd September, 1939; (*b*) for the recovery of possession of land in default of payment of rent, or of land (other than a dwelling-house) for default in payment of money, under a lease or mortgage made after that date; or (*c*) for the delivery of property other than land for default in payment of money under such a contract, is to give the court power, if satisfied of the defendant's inability to pay owing to circumstances attributable to the war arising after the contract or mortgage, to direct that the 1939 Act shall apply.

Under s. 26 (2) the remedies mentioned in s. 1 (2) of the Act of 1939, viz., the "self-help" remedies (other than those in paras. (*e*) and (*d*) of the proviso) and foreclosure proceedings, and also execution on, or enforcement of, judgments for the recovery of possession of dwelling-houses for default under mortgages made after the critical date, cannot be exercised or obtained without leave, which may be refused on similar grounds. It has been held that s. 1 (5) of the Act of 1939, relating to bankruptcy and winding-up petitions, already applied to debts contracted after the war (see *In re Middlesex Brick Co.* [1941] W.N. 233).

It is arguable that s. 2 (1) of the Amendment Act of 1940, which permits the court, in determining the debtor's ability to pay, to take account of his other liabilities, present or future, does not apply to the present Act. This subsection, however, merely confirms the decision of the Court of Appeal in *A.* v. *B.* [1940] 1 K.B. 217, which would seem, in principle, to govern applications under the present Act.

In order that the court's discretionary power should arise, it is necessary for the defendant to prove three things, viz., that he is unable to pay, that his inability arises from circumstances directly or indirectly attributable to the war, and that these circumstances arose subsequently to the contract or mortgage. Under the Act of 1939 the circumstances might have consisted merely in the ordinary effects of war upon his private income or business profits. But under the present Act this could hardly be so. The mere continuance of a drop in receipts which had begun prior to the contract would generally be no ground for relief, even if the debtor were shown to have been able to pay when the contract was made; though, of course, a sudden fall due to particular conditions might be. Further, inasmuch as a post-war contract must have been made with some knowledge of the effects of war, the court would, it is conceived, be reluctant to give relief if the circumstances were such as might reasonably have been contemplated by the parties. The Bill as originally drafted in fact made this an express condition of relief (see, however, *In re Middlesex Brick Co., Ltd., supra*). The court is left completely without guidance in the exercise of its discretionary powers; and though the Court of Appeal has power to vary the judge's order if it would result in injustice, notwithstanding he has committed no error of law, yet a flagrant misuse of the discretion must be shown for that court to interfere (see *Stirling* v. *Norton*, 31 T.L.R. 213; *Metropolitan Properties Co., Ltd.* v. *Purdy* (1940), 1 All E.R. 188).

It may often be important to ascertain whether a particular contract falls within the present Act or that of 1939. The exception in s. 3 (*a*) of the latter appears to be applicable for this purpose; and there are a number of decisions bearing on the point.

In the Irish case of *Provincial Bank of Ireland* v. *O'Donnell* (1917), 2 I.R. 43, it was held that an action on a promissory note given in respect of a debt due prior to the Act of 1914, but renewed after it, was outside that Act as being brought on a new contract.

In *Page* v. *Shell* [1940] 1 K.B. 778, it was decided that under the common form of compromise in the King's Bench Division, whereby part of the debt is admitted to be owing and is made recoverable by instalments, judge's order if necessary, a judgment for the balance of the instalments on default of payment is a judgment for part of the original debt. But this would not apply to a compromise in the Chancery Division whereby an order is made staying the proceedings except for the purpose of enforcing the order.

Where a lease was granted to a company subsequently to the Act of 1939, but prior to the present Act, as nominee under a building agreement made before 1939, but the company was under no liability under the agreement to accept the lease and was not even incorporated prior to 1939, it was held by the Court of Appeal that leave to enforce the landlord's powers against the company was not required. But in the same case (*Smallman* v. *Embassy Theatre (Tottenham Court Road), Ltd.* [1941] 1 K.B. 419, 85 SOL. J. 289). Greene, M.R., expressed the view that very different considerations might have had to be taken into account if the lease had been granted to the parties to the agreement. And in all cases where a binding contract to enter into a contract has been made (see, for instance, *Spottiswoode, Ballantyne and Co., Ltd.* v. *Doreen Appliances, Ltd.* [1942] 1 K.B. 450; reversed on appeal [1942] W.N. 99)—it is apprehended that the first contract is the contract for the purposes of the Act; any other view might lead to grave hardship if either party were unable to complete owing to circumstances arising between the dates of the two contracts.

The material date when a lease is assigned is that of the lease, since the assignment creates no privity of contract between the assignee and the landlord, only privity of estate (*Humberstone Estates, Ltd.* v. *Allen* [1941] 2 K.B. 317).

(To be continued.)

A Conveyancer's Diary.

Damage caused by Snow.

THE tort of nuisance is a subject with which the conveyancer is bound to have some acquaintance, but being a common-law matter he must walk warily. There is a recent case on nuisance by the accumulation of snow which is sufficiently puzzling and interesting to be worth consideration.

Slater v. *Worthington's Cash Stores* [1941] 1 K.B. 488, was concerned with an injury occurring as an indirect consequence of the severe snowfall of January, 1940. At Leicester, where the accident occurred, the storm lasted intermittently from 26th to 29th January, 1940. About 18 inches of snow accumulated on the sloping roof of the defendants' premises, which faced an important street. On the 2nd February a large quantity of this snow descended upon the plaintiff, who was passing, and caused her serious injuries, for which the learned judge awarded £500 general damages, besides special damages. The guttering of the defendants' roof was admitted to be in perfect condition, so that there could be no suggestion that the accident was due to the deficient state of the premises. The question was whether the defendants were liable, either in nuisance or negligence, for letting the snow stay undisturbed on their roof for three or four days after the storm. The avalanche occurred in the afternoon, owing to a heavy thaw which set in at mid-day. The defendants knew that there was a lot of snow on their roof (as must, indeed, have been obvious to anyone) and they had inspected it on the morning of the thaw. The report is not very clear on this last point, which is only brought in by oblique references in the judgments, but it looks as if the inspection was before the thaw started: it was apparently only with the coming of the thaw that the snow really became dangerous. Evidently, however, the defendants did not think (or realise) that it was dangerous, and decided to do nothing. Though the learned judge found as a fact that it would have been physically possible to move the snow, it would clearly have been a most awkward task, as there had been a series of thaws and frosts so that the pile of snow contained several layers of ice.

Oliver, J., in a reserved judgment, found against the defendants both on nuisance and on negligence. As to negligence, he took the view that the defendants were under a duty to protect the public against the danger occasioned by the snow on their roof, either by removing it or by giving effective warnings to passers-by. As they did nothing at all, they failed to discharge their duty, and so were guilty of negligence. In nuisance, the decision was that the accumulation of snow was a *public* nuisance (since the premises abutted on a highway), so that the defendants were liable in that they *continued* it. Goddard, L.J., in the Court of Appeal, indicated that the law does not require an occupier to go out at intervals during a snowstorm and clear the snow from his roof lest it fall on passers-by, but clearly thought that the defendants' decision to take no step to clear the snow, four days after the fall, put beyond doubt their liability for continuing a nuisance for whose inception they were not responsible. The judgment of Oliver, J., was held by the Court of Appeal to be right.

No doubt on the particular facts the decision was correct, but the conceptions contained in the judgment of Oliver, J., if pushed to their logical conclusion, seem more doubtful. The learned judge said that the defendants were negligent in not either removing the accumulation of snow or giving warning of its presence. Suppose, then, that it is not convenient for the occupiers of any house in a street to clear the snow that has fallen on their roofs, it would follow that each is under a duty to have a watcher to warn passers-by to walk warily. Where are such watchers to stand? Each houseowner's watcher must stand outside his employers' own premises. He cannot stand outside those of anyone else without committing trespass. If he stands on the footpath he will be in danger of having the snow descend on his head; if he stands in the middle of the road he will, no doubt, get into trouble with the police for obstructing the traffic. So all along the street there will be watchers, each in doubt where he ought to be. Thus, the warning theory, pushed to its logical conclusion, seems unworkable.

There is a further point on negligence. The accident in question occurred at a time when there had just been a great and abnormal

snowfall; there is nothing in the report to suggest that the snow on the defendants' roof was any more dangerous to life and limb than the snow on all the other sloping roofs in the City of Leicester that afternoon. Might it not be suggested that there was contributory negligence in the plaintiff walking along close beside any building in such circumstances? And what use would there be in a specific warning to passers-by, when it must have been obvious to all concerned that there was a lot of snow about and that the thaw had started, thus making it likely that there would be avalanches from roofs?

Of course, nuisance was much the more important of the two grounds for the decision. But here, too, there seem to be difficulties. Goddard, L.J., said that it is not incumbent on an occupier to go out into a snowstorm and clear his roof at intervals, but that in this case the defendants "had known for four days that there was a potential source of danger on the roof" and had done nothing about it. Having regard to the learned judge's finding of fact that it was physically possible to remove the snow in the interval, it does seem that in this particular case there was material to say that the defendants had "continued" any nuisance that there was. But what exactly was the nuisance? Oliver, J., said: "A mass of snow eighteen inches thick on a sloping roof overhanging a public street in a large city and liable to fall at any time on the heads of persons lawfully using the street below must surely amount to a nuisance and a public nuisance at that." Presumably the words "liable to fall at any time" are the gist of the thing. It is clear from the remarks of Goddard, L.J., that an accumulation of snow on a roof is not in its inception a nuisance, and that if the storm was still in progress when the plaintiff was injured, she could not have succeeded. It appears, moreover, that it was the thaw, setting in at noon on the day of the accident, which was the proximate cause of the avalanche. There does not seem to be any evidence that until the thaw the accumulation of snow on the defendants' roof was "liable to fall at any time." Thus, if the defendants inspected the roof during the morning they were justified in deciding to do nothing, as the snow would have been firmly frozen to the roof at that time. How, then, did they "continue" the nuisance? I think that the finding as to "continuance" can only be justified on the ground that the defendants should have reasoned that a thaw would come eventually and that that would make the accumulation of snow dangerous, and that accordingly they should have taken steps to anticipate the thaw. This proposition seems to make the case amount not so much to "continuance" of a nuisance as to the defendants being responsible for allowing the nuisance, caused proximately by the thaw, to arise at all.

As I said at the beginning, I put forward these observations with a good deal of diffidence, the case being one at common law; but I feel, after reading it, some doubt as to what an occupier's duty really is after a snowfall. The whole position seems rather illogical if much is to turn on the practicality, in any given case, of moving the snow (granted that one can ascertain *when* the duty to remove it arises). It is often none too easy to get at a roof, especially in a town. And who is responsible for doing what? I suppose that the duty to clear the snow falls on the occupier of the roof, and that the question who is occupier depends on the title. That will often raise interesting conveyancing problems. If the fee simple owner remains occupier of the roof of a block of flats, is he under any duty to go round all his properties after a snowstorm to see how things are? Or is anyone, and if so which, of the tenants who are actually on the premises under any duty to warn the landlord that snow has accumulated? If the liability of Worthington's Cash Stores depended on their actually knowing the condition of their roof, it would certainly be anomalous if the fact of the inspection put them in a worse position than if no one had made any inspection. And how far does this doctrine go? Does it apply to rural property? Is an occupier liable to anyone who, being lawfully upon his close, falls into a deep snowdrift of whose existence the occupier was (or, as the case may be, was not) aware? In the case under discussion the defendants tried to argue that the conditions were so abnormal as to bring them within the "Act of God" doctrine (see the well-known case of *Nichols* v. *Marsland* (1876), 2 Ex. D. 1); on the facts, this plea was, no doubt properly, rejected. But what seems to emerge is that it has been held that there is a liability in nuisance, quite apart from negligence, for damage arising wholly by reason of the vagaries of the weather in circumstances where the only thing that can be said against the defendants is that they did not take steps to prevent the situation caused by the weather from ripening naturally into a situation where damage was caused. That seems, to the Chancery mind, a rather curious cause of action. It would be interesting to know how this kind of situation is dealt with under Roman law, and especially in such places as Switzerland, where large quantities of snow regularly fall each winter.

The will of Mr. Frank Wallace, a London solicitor, which was made readable by special treatment after it had been charred in a London air raid, has been proved at £55,640. The fire-damaged will was rendered legible by research chemists and a photographic reproduction was accepted in the Probate Court.

Landlord and Tenant Notebook.

Requisitioned Land: Fixtures.

In this and my next article I propose to discuss provisions of the Landlord and Tenant (Requisitioned Land) Act, 1942, which modify the rights of parties apart from disclaimer. They are, however, limited to cases in which possession is taken in the exercise of emergency powers, which (s. 13) has the same meaning as in the Compensation (Defence) Act, 1939, i.e. (s. 17 (1) of the latter) powers conferred by regulations made under the Emergency Powers (Defence) Act, 1939, as part of the law of the United Kingdom, powers conferred by the Telegraph Act, 1863, and powers conferred by the Air Navigation Act, 1920, as amended, "or any power exercisable by virtue of the prerogative of the Crown."

Section 7 of the new Act concerns "certain buildings and fixtures." It is expressly made to extend to cases in which terms ended before the passing of the Act (26th March) but possession was still retained at that date (subs. (5)).

The main provision of the section, in subs. (1), contemplates a tenant with a right to remove buildings or fixtures either before or after term expired, plus expiration (either by disclaimer or otherwise) before derequisitioning or so soon after derequisitioning as not to give the tenant a reasonable opportunity of removing those buildings or fixtures. When these circumstances obtain, the tenant is given a further right, namely, a right to remove the buildings or fixtures within a reasonable time after the derequisitioning, or, if the authority agrees, during the period of requisitioning.

Normally, of course, a removable fixture is removable by virtue of the exceptions recognised by the common law, and must then be removed before term expired. But there is nothing to prevent parties to a lease agreeing that any fixture may be removed, during or after the term (as to some such agreements, see the "Notebook" in our issue of 28th March last, 86 Sol. J. 88), while legislation has modified the position in other cases.

One of these cases is that of agricultural fixtures, and the next subsection (subs. (2)) deals specially with these, though the result is much the same. Subsection (1), it first enacts, is not to apply to any building or fixture which is annexed to a holding within the meaning of the Agricultural Holdings Act, 1923, and is a building or fixture to which s. 22 of that Act applies. A.H.A., 1923, s. 22, provides in effect that any engine, machine, fencing or other fixture for which the tenant is *not entitled to compensation, and* which is there as the result of the tenant performing some duty imposed by the lease, shall be the tenant's property and may be removed by him within a reasonable time after term expired (damage to be made good, etc.). In such a case, s. 7 (2) of the new Act proceeds, that section (A.H.A., 1922, s. 22) shall have effect, in any such case as is mentioned in subs. (1), as if the reference in that section to a reasonable time after the termination of a tenancy were construed as a reference to a reasonable time after possession of the land taken in the exercise of emergency powers has been given up.

The next subsection (subs. (3)) shows that the matter of compensation has not been overlooked. When an authority takes possession of land, compensation is provided for, under several heads, by the Compensation (Defence) Act, 1939, s. 2 (1), the first two being the "rental value" compensation and the "cost of making good damage occasioned during possession" compensation. Leased land may be requisitioned and the term may expire during the period of possession: so s. 7 (3) provides that from the termination of the lease the person entitled to compensation under those heads is to pay the tenant such part (if any) of that compensation as is attributable to the use of removable fixtures and buildings. Failing agreement, the proportion is determined by the court.

The remaining provision to be noticed, that of subs. (4), is designed to enable a tenant benefiting by the earlier provisions to receive notice of the derequisitioning of the land—this, it will be remembered, being the *terminus a quo* of his "reasonable time." He must himself serve notice on whoever will next be entitled to occupy the land, requesting to be informed when possession is given up and specifying an address. The sanction is not, as in other cases of failure to pass on information by statutory notice (see, for instance, s. 2 (5) of the same Act), an action for damages; but time is to extend till a reasonable time after the new occupier has served the informatory notice. As the fixture or building will be removed from his premises, it is his fault if the ex-tenant's right is enlarged.

Honours and Appointments.

The King has approved the appointment of Mr. Joshua Davies, K.C., as Recorder of Swansea, and of Captain H. Edmund Davies as Recorder of Merthyr Tydfil. Mr. Joshua Davies was called by the Inner Temple in 1919 and took silk in 1939. Captain H. Edmund Davies was called by Gray's Inn in 1929.

The Chancellor of the Duchy of Lancaster has appointed Mr. Harold Rhodes to be Judge of Circuit No. 8 (Manchester and Leigh) in the place of Judge Leigh, retired. Mr. Rhodes was called by the Inner Temple in 1910.

COUNTY COURT CALENDAR FOR JUNE, 1942.

Circuit 1—Northumberland
His Hon. Judge Richardson
Alnwick,
Berwick-on-Tweed,
Blyth,
Consett, 19
Gateshead, 2
Hexham,
Morpeth, 4
†*Newcastle-upon-Tyne, 10 (R.B.), 12 (J.S.), 16, 30 (B.)
North Shields, 25
Seaham Harbour, 29
South Shields, 17
Sunderland, 3, 11, 18 (R.B.)

Circuit 2—Durham
His Hon. Judge Gamon
Barnard Castle,
Bishop Auckland, 2, 30
Darlington, 3, 17 (J.S.)
*Durham, 1, 16 (J.S.), 29
Guisborough,
Leyburn,
†*Middlesbrough, 11 (J.S.), 25
Northallerton, 4
Richmond, 18
†*Stockton-on-Tees, 9 (J.S.), 23
Thirsk,
West Hartlepool, 10 (J.S.), 24

Circuit 3—Cumberland
His Hon. Judge Allsebrook
Alston,
Appleby, 15
†*Barrow-in-Furness, 3, 4
Brampton, 25
*Carlisle, 10 (R.), 24
Cockermouth,
Haltwhistle, 20
*Kendal, 23
Keswick, 11 (R.)
Kirkby Lonsdale, 2
Millom,
Penrith, 26
Ulverston,
†*Whitehaven, 17
Wigton, 19
Windermere, 5
*Workington, 18

Circuit 4—Lancashire
His Hon. Judge Peel, O.B.E., K.C.
Accrington, 18
†*Blackburn, 1, 3 (R.B.) 8, 15 (J.S.)
†*Blackpool, 3, 4, 5 (R.B.), 10, 17 (J.S.)
*Chorley, 25
Clitheroe, 9 (R.)
Darwen, 19 (R.)
Lancaster, 5
†*Preston, 2, 9, 12 (R.B.), 16

Circuit 5—Lancashire
His Hon. Judge Harrison
†*Bolton, 10, 16 (J.S.), 24
Bury, 8 (J.S.), 15
*Oldham, 11, 18, 25 (J.S.)
*Rochdale, 19 (J.S.), 26
*Salford, 9, 12, 17, 22, 23

Circuit 6—Lancashire
His Hon. Judge Crosthwaite
His Hon. Judge Procter
†*Liverpool, 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 18, 19, 22, 23, 24, 26, 29, 30
St. Helens, 3, 17
Southport, 2, 23
Widnes, 5
*Wigan, 4, 25

Circuit 7—Cheshire
His Hon. Judge Richards
Altrincham, 10, 24
*Birkenhead, 4 (R.), 5, 8 (J.S.), 11 (R.), 18 (R.), 19, 25 (R.)
Chester, 9, 23
*Crewe, 12
Market Drayton,
Nantwich,
*Northwich, 18
Runcorn, 16
*Warrington, 11, 25

Circuit 8—Lancashire
His Hon. Judge Rhodes
Leigh, 12 (R.), 26
†*Manchester, 12 (B.), 15, 16, 17, 18, 22, 23, 24, 25, 26 (B.), 29, 30

Circuit 10—Lancashire
His Hon. Judge Burgis
*Ashton-under-Lyne, 1, 5, 19, 29 (B.)
*Burnley, 11, 12
Colne, 10
Congleton, 26
Hyde, 17
*Macclesfield, 4, 9 (B.)
Nelson,
Rawtenstall, 3
Stalybridge, 25 (J.S.)
*Stockport, 2, 16, 24 (J.S.), 26 (B.), 30
Todmorden, 9

Circuit 12—Yorkshire
His Hon. Judge Frankland
*Bradford, 11, 12 (J.S.) 24 (R.B.), 30
Dewsbury, 4 (R.), (R.B.), 9
*Halifax, 4, 5 (J.S.), 12 (R.B.)
*Huddersfield, 2, 3 (J.S.), 10 (R.B.)
Keighley, 18
Otley, 17
Skipton, 19
Wakefield, 16, 30 (R.), (R.B.)

Circuit 13—Yorkshire
His Hon. Judge Essenhigh
*Barnsley, 10, 11, 12
Glossop,
Pontefract, 22, 23, 24
Rotherham, 16, 17
*Sheffield, 2 (J.S.), 4, 5, 9 (J.S.), 12 (R.), 18, 19, 25, 26, 30 (J.S.)

Circuit 14—Yorkshire
His Hon. Judge Stewart
Easingwold,
Harrogate, 12 (R.), 19, 26 (R.B.)
Helmsley,
Leeds, 2 (R.B.), 3, 5 (R.), 10, 11 (J.S.), 17, 18 (J.S.), 19 (R.) 24, 25 (J.S.)
Ripon, 16
Tadcaster,
York, 9, 23

Circuit 16—Yorkshire
His Hon. Judge Griffith
Beverley, 4 (R.), 5
Bridlington, 1
Goole, 23
Great Driffield,
†*Kingston-upon-Hull, 8 (R.), 9 (R.), 10, 11, 12 (J.S.), 15 (R.B.), 22 (R.)
New Malton,
Pocklington,
*Scarborough, 2, 3, 9 (R.B.)
Selby,
Thorne, 25
Whitby,

Circuit 17—Lincolnshire
His Hon. Judge Langman
Barton-on-Humber, 25 (R.)
†*Boston, 4 (R.), 11, 25 (R.B.)
Brigg,
Caistor,
Gainsborough, 12 (R.), 22
Grantham, 12
†*Great Grimsby, 2, 3 (J.S.), 4 (R.B.), 16, 17 (J.S.) (*R. every Wednesday*)
Holbeach, 19
Horncastle, 5
*Lincoln, 4 (R.), (R.B.), 8
*Louth, 23
Market Rasen, 24
Scunthorpe, 8 (R.), 15
Skegness, 10
Sleaford, 9
Spalding, 18
Spilsby, 5 (R.)

Circuit 18—Nottinghamshire
His Hon. Judge Hildyard, K.C.
Doncaster, 4, 5, 8, 22
East Retford, 9
Mansfield, 1, 2
Newark, 12 (R.)
*Nottingham, 4 (R.B.), 10, 11 (J.S.), 12, 17, 18, 19 (B.)
Worksop, 16 (R.), 23

Circuit 19—Derbyshire
His Hon. Judge Willes
Alfreton, 9
Ashbourne,
Bakewell, 2
Burton-on-Trent, 10 (R.B.)
Buxton, 15
*Chesterfield, 5, 12
*Derby, 3, 16 (R.B.), 17, 18 (J.S.)
Ilkeston, 16
Long Eaton, 11
Matlock,
New Mills,
Wirksworth, 4

Circuit 20—Leicestershire
His Hon. Judge Galbraith, K.C.
Ashby-de-la-Zouch, 18
*Bedford, 9 (R.B.), 25
Bourne,
Hinckley,
Kettering, 23
*Leicester, 8, 9, 10 (J.S.) (B.), 11 (B.), 12 (B.)
Loughborough, 16
Market Harborough,
Melton Mowbray, 5 (R.), 26
Oakham, 19
Stamford,
Wellingborough, 24

Circuit 21—Warwickshire
His Hon. Judge Dale
His Hon Judge Finnemore (Add.)
*Birmingham, 8, 9, 10, 11, 12, 15, 16 (B.), 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

Circuit 22—Herefordshire
His Hon. Judge Roope Reeve, K.C.
Bromsgrove, 22
Bromyard,
Evesham, 24
Great Malvern, 8
Hay, 10
*Hereford, 16, 25
*Kidderminster, 9, 23
Kington, 17
Ledbury,
*Leominster, 15
*Stourbridge, 11, 12
Tenbury,
*Worcester, 18, 19

Circuit 23 — Northamptonshire
His Hon. Judge Forbes
Atherston, 17
Banbury, 10, 24
Bletchley, 2, 23
Chipping Norton, 17
*Coventry, 1, 8, 9 (R.B.), 22
Daventry,
Leighton Buzzard, 18
*Northampton, 2 (R.), 5 (R.B.), 15, 16
Nuneaton, 10
Rugby, 11, 25 (R.)
Shipston-on-Stour, 16

Circuit 24 — Monmouthshire
His Hon. Judge Thomas
Abergavenny, 25
Abertillery, 9
Bargoed, 10
Barry, 4
†*Cardiff, 1, 2, 3, 5, 6
Chepstow, 26
Monmouth, 22
†*Newport, 18, 19
Pontypool and Blaenavon, 17
*Tredegar, 11

Circuit 25—Staffordshire
His Hon. Judge Caporn
*Dudley, 9, 16 (J.S.), 23
*Walsall, 4, 11 (J.S.), 18, 25 (J.S.)
*West Bromwich, 2, 10 (J.S.), 17, 24 (J.S.)
*Wolverhampton, 5 (J.S.), 12, 19 (J.S.), 26

Circuit 26—Staffordshire
His Hon. Judge Finnemore
Burslem,
*Hanley, 11, 25, 26
Leek, 15
Lichfield, 3
Newcastle-under-Lyme, 16
*Stafford, 12
*Stoke-on-Trent, 10
Stone, 1
Tamworth, 4
Uttoxeter,

Circuit 27—Middlesex
His Hon. Judge Tudor Rees
Whitechapel (*Sitting at Shoreditch County Court*), 5, 12, 19, 26

Circuit 28—Shropshire
His Hon. Judge Samuel, K.C.
Brecon,
Bridgnorth, 10
Builth Wells, 4
Craven Arms, 2
Knighton, 3
Llandrindod Wells, 5
Llanfyllin, 12
Llanidloes,
Ludlow, 8
Machynlleth,
Madeley, 11
*Newtown,
Oswestry, 9
Presteign,
*Shrewsbury, 15, 18
Wellington, 16
Welshpool,
Whitchurch, 17

Circuit 29—Caernarvonshire
His Hon. Judge Sir Artemus Jones, K.C.
Bala,
†*Bangor, 22
Blaenau Festiniog, 16
*Caernarvon, 17
Colwyn Bay,
Conway, 19
Corwen,
Denbigh,
Dolgelly,
Flint,
Holyhead,
Holywell, 8
Llandudno,
Llangefni,
Llanrwst, 26 (R.)
Menai Bridge, 23
Mold, 13
*Portmadoc, 15
Pwllheli, 26
Rhyl, 12
*Ruthin, 25
Wrexham, 10, 11

Circuit 30 — Glamorganshire
His Hon. Judge Williams, K.C.
*Aberdare, 2
Bridgend, 1, 22 (R.), 23, 24, 25, 26
Caerphilly, 18 (R.)
Merthyr Tydfil, 4, 5
*Mountain Ash, 3
Neath, 16, 17, 18
*Pontypridd, 10, 11, 12
Port Talbot, 19
*Porth, 8
*Ystradyfodwg, 9

Circuit 31—Carmarthenshire
His Hon. Judge Morris, K.C.
Aberayron,
†*Aberystwyth, 4
Ammanford, 3, 18
Cardigan,
†*Carmarthen, 15
†*Haverfordwest, 16
Lampeter, 6
Llandilofawr,
Llandovery,
Llanelly, 5, 17
Narberth, 2
Newcastle-in-Emlyn,
Pembroke Dock, 1
*Swansea, 8, 9, 10, 11, 12, 13

Circuit 32—Norfolk
His Hon. Judge Rowlands
Beccles,
Bungay, 1
Diss, 2
Downham Market, 4
East Dereham,
Eye,
Fakenham,
†*Gt. Yarmouth, 18, 19
Harleston,
Holt,
†*King's Lynn, 11, 12
†Lowestoft, 5
North Walsham,
*Norwich, 15, 16, 17
Swaffham, 3
Thetford, 9
Wymondham, 10

Circuit 33—Essex
His Hon. Judge Hildesley, K.C.
Braintree,
*Bury St. Edmunds, 2
*Chelmsford, 1, 29
Clacton, 23
Colchester, 3, 4
Felixstowe, 17
Halesworth,
Halstead,
Harwich, 19
†*Ipswich, 10, 11, 12
Maldon,
Saxmundham, 16
Stowmarket, 5
Sudbury, 24
Woodbridge,

Circuit 34—Middlesex
His Hon. Judge Austin Jones
His Hon. Judge Tudor Rees (Add.)
Uxbridge, 9, 16, 23

Circuit 35 — Cambridgeshire
His Hon. Judge Campbell
Biggleswade, 2
Bishops Stortford, 3
*Cambridge, 10 (R.), 12 (R.B.), 17 (J.S.) (B.), 18
Ely, 19
Hitchin, 8
*Huntingdon,
Luton, 4 (J.S.) (B.), 5, 26 (R.B.)
March,
Newmarket, 11
*Oundle, 12
Peterborough, 5 (R.), 9, 10
Royston,
Saffron Walden,
Thrapston,
Wisbech, 5 (R.), 16

Circuit 36—Berkshire
His Hon. Judge Hurst
*Aylesbury, 5, 19
Buckingham, 16
Henley-on-Thames, 26
High Wycombe, 4, 11
*Oxford, 8, 22 (R.B.), 25
Reading, 11 (R.B.), 17, 18, 19
Thame,
Wallingford, 15
Wantage, 30
*Windsor, 9, 10, 23, 24
Witney, 3

Circuit 37—Middlesex
His Hon. Judge Hargreaves
Chesham, 2
*St. Albans, 16
West London, 1, 3, 4, 8, 10, 11, 15, 17, 18, 22, 24, 25, 29

Circuit 38—Middlesex
His Hon. Judge Alchin
Barnet, 9, 23, 30
*Edmonton, 2, 4, 5, 11, 12, 16, 18, 19, 25, 26
Hertford, 3
Watford, 10, 17, 24

Circuit 39—Middlesex
His Hon. Judge Engelbach
Shoreditch, 1, 2, 4, 5, 8, 9, 11, 12, 15, 16, 18, 19, 22, 23, 25, 26, 29, 30

Circuit 40—Middlesex
His Hon. Judge Jardine, K.C.
His Hon. Judge Drucquer (Add.)
His Hon. Judge Tudor Rees (Add.)
Bow, 8, 9, 10, 11, 12, 16, 17, 18, 19, 23, 24, 25, 26, 30

Circuit 41—Middlesex
His Hon. Judge Earengey, K.C.
His Hon. Judge Trevor Hunter, K.C. (Add.)
Clerkenwell, 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

Circuit 42—Middlesex
His Hon. Judge David Davies, K.C.
Bloomsbury, 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

Circuit 43—Middlesex
His Hon. Judge Lilley
His Hon. Judge Drucquer (Add.)
Marylebone,

Circuit 44—Middlesex
His Hon. Judge Sir Mordaunt Snagge
His Hon. Judge Austin Jones (Add.)
Westminster, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

Circuit 45—Surrey
His Hon. Judge Hancock, M.C.
His Hon. Judge Hurst (Add.)
*Kingston, 9, 12, 16, 19, 23, 26, 30
*Wandsworth, 8, 10, 11, 15, 17, 18, 22, 24, 25, 29

Circuit 46—Middlesex
His Hon. Judge Drucquer
Brentford, 8, 11, 15, 18, 22, 25, 29
*Willesden, 9, 10, 12, 16, 17, 19, 23, 24, 26, 30

Circuit 47—Kent
His Hon. Judge Wells
His Hon. Judge Hurst (Add.)
Southwark, 8, 9, 11, 12, 15, 16, 17, 18, 19, 22, 23, 25, 26, 29, 30
Woolwich, 10, 24

Circuit 48—Surrey
His Hon. Judge Konstam, C.B.E., K.C.
Dorking,
Epsom, 10, 24
*Guildford, 11, 25
Horsham,
Lambeth, 4, 5, 8, 9, 12, 15, 16, 18, 19, 22, 23, 26, 29, 30
Redhill, 17

Circuit 49—Kent
His Hon. Judge Clements
Ashford, 8
*Canterbury, 16
Cranbrook,
Deal, 19
*Dover,
Faversham, 15
Folkestone, 9
Hythe,
*Maidstone, 12
Margate, 11
*Ramsgate,
†*Rochester, 17, 18
Sheerness,
Sittingbourne, 23
Tenterden, 22

Circuit 50—Sussex
His Hon. Judge Austin Jones
His Hon. Judge Archer, K.C. (Add.)
Arundel,
Brighton, 11, 18, 25
†*Chichester, 12
*Eastbourne, 10
*Hastings, 16
Haywards Heath,
*Lewes, 22
Petworth,
Worthing, 23

Circuit 51 — Hampshire
His Hon. Judge Topham, K.C.
Aldershot, 12, 13
Basingstoke, 10
Bishops Waltham, 3
Farnham, 19
*Newport, 24
Petersfield,
†*Portsmouth, 1 (B.), 4, 11, 18 (B.)
Romsey, 5
Ryde,
†*Southampton, 2, 9, 16, 17 (B.)
*Winchester, 17

Circuit 52—Wiltshire
His Hon. Judge Jenkins, K.C.
*Bath, 4 (B.), 11 (B.)
Calne,
Chippenham, 16
Devizes, 8
*Frome, 2 (B.)
Hungerford, 1
Malmesbury, 18
Marlborough,
Melksham, 12
*Newbury, 10 (R.)
*Swindon, 3, 10 (B.)
Trowbridge, 5
Warminster,
Wincanton, 12 (R.)

Circuit 53 — Gloucestershire
His Hon. Judge Kennedy, K.C.
Alcester,
*Cheltenham, 9, 10, 23
Cirencester, 11
Dursley,
†*Gloucester, 8, 22
Newent,
Newnham, 17
Northleach,
Redditch, 19
Ross,
Stow-on-the-Wold,
Stratford-on-Avon, 25
Stroud, 18
Tewkesbury,
Thornbury,
Warwick, 26
Winchcomb, 26

Circuit 54—Somersetshire
His Hon. Judge Wethered
†*Bridgwater, 12
†*Bristol, 1 (J.S.), 2, 3, 4, 5 (B.), 8 (J.S.), 15, 16 (R.), 17, 18, 19 (B.), 22 (J.S.), 23, 24, 25
Minehead, 16
*Wells, 9
Weston-super-Mare, 10, 11

Circuit 55 — Dorsetshire
His Hon. Judge Cave, K.C.
Andover, 10
Blandford, 17
*Bournemouth, 12 (J.S.), 15, 16, 25 (R.)
Bridport, 23
Crewkerne, 9 (R.)
*Dorchester, 5
Lymington, 19
†Poole, 3, 24 (R.)
Ringwood, 18
*Salisbury, 4
Shaftesbury, 1
Swanage, 26
*Weymouth, 2
Wimborne, 22
*Yeovil, 11

Circuit 56—Kent
His Hon. Judge Sir Gerald Hurst, K.C.
Bromley, 9, 10, 16
*Croydon, 1, 2, 3, 5, 8, 9 (R.), 11 (R.B.), 16 (R.), 17, 19, 22, 23, 24, 25 (R.B.)
Dartford, 11, 25
East Grinstead
Gravesend, 15
Sevenoaks,
Tonbridge, 4
Tunbridge Wells, 18

Circuit 57—Devonshire
His Hon. Judge Thesiger
Axminster, 15 (R.)
†*Barnstaple, 23
Bideford, 24
Chard, 16 (R.)
†Exeter, 11, 12
Honiton, 15
Langport, 22
Newton Abbot, 18
Okehampton, 19
South Molton,
Taunton, 8
Tiverton, 17
*Torquay, 9, 10
Torrington, 25
Totnes,
Wellington, 15 (R.)

Circuit 58—Essex
His Hon. Judge Trevor Hunter, K.C.
Brentwood, 16 (R.)
Gray's Thurrock, 9 (R.)
Ilford, 1 (R.), 2, 8 (R.), 15 (R.), 16, 22 (R.), 23, 29 (R.), 30
Southend, 10, 11 (R.), 12, 17 (R.B.), 24

Circuit 59—Cornwall
His Hon. Judge Armstrong
Bodmin,
Camelford,
Falmouth, 15 (R.)
Helston, 9
Holsworthy,
Kingsbridge, 12 (R.)
Launceston, 24
Liskeard, 23
Newquay,
Penzance, 10
†*Plymouth, 10 (R.), 16, 17, 18
Redruth, 11
St. Austell, 8
Tavistock, 22
†*Truro, 12

†The Mayor's & City of London Court
His Hon. Judge Dodson
His Hon. Judge Whiteley, K.C.
His Hon. Judge Thomas
His Hon. Judge Beazley
Guildhall, 1, 2, 3 (A.), 4, 5 (J.S.), 8, 9, 10, 11, 12 (J.S.), 15, 16, 17 (A.), 18, 19 (J.S.), 22, 23, 24 (A.), 25, 26 (J.S.), 29, 30

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar
(J.S.) = Judgment Summonses
(B.) = Bankruptcy
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

To-day and Yesterday.

LEGAL CALENDAR.

18 May.—On the 18th May, 1757, William Adams, a Customs House officer, was executed at Tyburn, having been condemned at the Old Bailey for forgery. He was in the department which dealt with the duties on wines and devised a fraud in connection with certain certificates authorising repayment to merchants of duty already paid by them in respect of wines found after landing to be so damaged as to be unsaleable. These were signed by six different officials and he forged the names of them all, receiving as a result £252. The want of a figure in the date led to a fatal inquiry.

19 May.—One of the first acts of James II after his coronation was to raise Sir George Jeffreys to the peerage as Baron Jeffreys of Wem, the first Chief Justice to be so honoured. The title was derived from the Manor of Wem in Shropshire, which, together with that of Loppington, the new peer had bought a few months before for £9,000. It does not appear that he ever visited the property. He took his seat in the Upper House on the 19th May, 1685. By a curious irony another, similarly ennobled, who entered the Lords on the same day was Baron Churchill, afterwards Duke of Marlborough.

20 May.—On the 20th May, 1833, Job Cox, a postman, was condemned to death at the Old Bailey for stealing a banknote from a letter. Soon after, the sentences passed at the sessions were placed before the Privy Council by Mr. Knollys, the Recorder of London, and subsequently Cox, who had confidently expected a reprieve, was informed to his horror that he was to die. Next morning Lord Chief Justice Denman noticed in his newspaper an announcement that the man had been ordered for execution. Now, he himself had been at the meeting of the Privy Council when the case was considered, and he distinctly remembered that the sentence had been commuted to one of transportation for life; indeed, none of the death sentences had been confirmed. Inquiries were set on foot and it was found that the Recorder's warrant for the execution had indeed been sent to Newgate. The error was, of course, corrected, but the matter was not allowed to rest there. The City authorities summoned the Recorder to explain his conduct and when the only apology he could make was ill-health, debility and advanced age (he had held the office for more than forty-seven years) they expressed the opinion that he ought to resign, which he did.

21 May.—John Hawkins began as a waiter at the "Red Lion," at Brentford, improved his position as a gentleman's servant, and finally, by his excellent appearance and deportment, obtained the position of butler to a knight. He was, however, known to be desperately addicted to gaming and when some of his master's plate was missed he fell under suspicion and was discharged without a character. He now turned highwayman but lost at the gaming table much of what he gained on the road. However, he was very successful in his new profession and formed a loyal gang, including a young man of good education, named Wilson, a solicitor's clerk, who had lost his money in gambling. He prudently avoided having any dealings with Jonathan Wild, the notorious "fence" and informer (the original "Peachum") and disposed of his more valuable spoils in Holland. Eventually Wilson, having been wounded in a hold up, went home to his mother's house in Yorkshire, determined to lead an honest life, but Hawkins and Simpson, another member of the gang, followed him and persuaded him to join them in robbing the Bristol mail at Colnbrook. The plan succeeded but, soon after, Wilson was arrested on suspicion. At first he would say nothing, but an offer of a pardon if he would give evidence against his accomplices and the sight of a letter in Simpson's handwriting offering to do as much, changed his mind. His companions were convicted and hanged at Tyburn on the 21st May, 1722.

22 May.—Savonarola, the great Florentine friar, statesman and visionary, was condemned to death on the 22nd May, 1498. His forty-six years of life were crowded with greatness. He resisted the long tyranny of Lorenzo the Magnificent, the Medici dictator of the city. When it was occupied by the invading army of Charles VIII of France, who demanded a huge indemnity, the force of Savonarola's personality brought about his withdrawal. For a people demoralised by years of despotism and corrupt behaviour he framed a new constitution, and by his fierce and magnetic eloquence he brought them back to a sense of dedication to God, austerity in living and service to the public welfare; pleasure-loving Florence became a truly Christian city, a wild religious fervour transforming all its pageantry. A friend of art and learning, he yet inspired the "burning of the vanities," a bonfire of indecent books and paintings. While preaching unalterable fidelity to the Holy See, he attacked the personal corruption of Pope Alexander VI, making an implacable enemy. When politics changed in Florence and the fickle mob turned against him and stormed his church, two papal commissioners came to try him for treason and heresy. After torture and a farcical trial he was condemned to death with two of his followers.

23 May.—On the 23rd May, 1701, Captain Kidd, condemned to death at the Old Bailey for piracy, was hanged at Execution Dock. At the first attempt the rope broke and he fell to the ground. When it was once again round his throat the chaplain begged him to use the few further moments providentially allowed him for the final preparation of his soul. Kidd then professed his charity to all the world and his hopes of salvation through the Redeemer.

24 May.—Robert Harpham was hanged at Tyburn for coining on the 24th May, 1725. After working successfully as a carpenter he had had the misfortune to go bankrupt. He then set up as a maker of metal buttons, keeping an iron press in his workshop, but under colour of this trade he manufactured guineas. He worked first near St. Paul's Churchyard, then in Rosemary Lane, then in a cellar in Paradise Row, near Hanover Square, and finally in Jermyn Street, where he was caught.

INTERRUPTIONS.

In the Court of Appeal not long ago the Master of the Rolls observed that the case being argued was a very simple one and said that he was amazed at the pertinacity of the advocates in prolonging their discussions in the court below for three whole days. But one of the counsel explained that the protracted hearing was not altogether due to their pertinacity. "The learned judge took a great interest in the discussion," he said. And, since the judge in question is well known to manifest interest by constant interruptions and the raising of innumerable hares, the meiosis caused some amusement. Sometimes even members of the highest tribunals have the same habit. Once during the hearing of an appeal in the House of Lords when the question of "molesting" was being argued, Lord Watson interrupted counsel so consistently that at last Lord Morris observed: "I think the House quite understands now the meaning of 'molesting a man in his business.'" It was to an earlier judge that counsel in desperation was once moved to exclaim: "Your lordship is an even greater man than your father the Chief Baron. He used to understand me after I had done, but your lordship understands me before I begin." Sir John Rigby, afterwards a Lord Justice of Appeal, once implored a Chancery judge, much given to interrupting, to allow his opponent's somewhat involved speech a free course. "My friend's opening is already obscure," he said, "but with your lordship's interruptions it becomes unintelligible."

Our County Court Letter.

Decisions under the Workmen's Compensation Acts.

Test of Malingering.

IN *Slater* v. *H. W. Lindop & Sons, Ltd.*, at Walsall County Court, the applicant had had an accident to his knee on the 5th November, 1939, in the course of his employment with the respondents, who were malleable ironfounders. After a partial recovery, the applicant was given light work by the respondents, to take him off compensation. At the end of five weeks the applicant was dismissed for malingering. He then registered at the employment exchange, and was submitted for several vacancies, but he failed to obtain a situation. The unemployment benefit thereupon ceased, on the ground that the applicant was not capable of work. A claim was accordingly made for compensation on the ground of partial incapacity, as the earning capacity of the applicant was only 30s. a week. On the first hearing, there was a conflict of medical evidence, and the case was referred to the medical referee. His report was that the applicant was a "trier," but was only fit for work at which he could sit on a high stool with the left leg straight. An application was accordingly made to amend the claim to one for total incapacity, which was granted. His Honour Judge Caporn observed that the applicant had made genuine efforts to get work, but, even with the present scarcity of labour, he had not succeeded. An award was made of £1 9s. 8d. a week, with costs.

Thrombosis as Accident.

IN *Ashton* v. *Boston Co-operative Society* at Boston County Court, the applicant's case was that her late husband had been employed by the respondents as a milk roundsman. On the 7th October he had cut his finger on a broken bottle, and the wound had turned septic. The deceased had suffered great pain, and, after being an out-patient at the hospital, he had collapsed and died on the 2nd December. The deceased had been an athlete in his youth, and had latterly suffered from heart trouble, viz., myocarditis. This was accelerated by the septic hand, and, but for the accident, the deceased would have lived longer. The respondents' case was that a post-mortem examination had revealed an enlarged heart. The cause of death was thrombosis, and the injured finger would have only a slight effect on that condition. The weather, or placing the septic finger in hot water, could have caused thrombosis, which was not caused by the accident. His Honour Deputy Judge William Smith observed that there was little contradiction between the respective medical witnesses. The stress and strain of the septic finger might have set up thrombosis, and the accident was the cause of death. An award was made of £300, with costs.

Notes of Cases.

HOUSE OF LORDS.

London General Income Tax Commissioners *v.* Gibbs and Others.

Viscount Simon, L.C., Lord Russell of Killowen, Lord Macmillan, Lord Wright and Lord Porter. 20th February, 1942.

Revenue—Income tax—Partnership—Addition of new partner—Whether cessation of trade—Income Tax Act, 1918 (8 & 9 *Geo.* 5, *c.* 40), *Sched. D, Cases I and II, r.* 9 (1), (2).

Appeal from a decision of the Court of Appeal (84 Sol. J. 621), reversing a decision of a Divisional Court (*ibid.*).

On the 5th November, 1937, the appellant Commissioners gave a firm of stockbrokers notice of an assessment of £69,355 to income tax under Sched. D to the Income Tax Act, 1918, for the year ending the 5th April, 1937. On the 1st January, 1938, when the first instalment of tax on that sum became due, the firm consisted of A, B, C and D. On the 7th February, 1938, a fifth partner, E, was taken in. In July, 1938, the inspector of taxes under r. 9 (1) of Cases I and II of Sched. D certified the change to the Commissioners, who thereupon adjusted the assessment by charging to the firm of five £11,078 out of the £69,355, leaving the firm of four liable for tax on the balance of £58,277. The partners contended that the apportionment, though correct arithmetically, was unlawful because the change during the year of assessment of the composition of a firm did not, they argued, constitute a cessation of trading by the four, and the succession " by another person," namely, the firm of five, to that trade. The Divisional Court dismissed an application for an order to prohibit the Commissioners from making the adjustment. The Court of Appeal directed the order or prohibition to issue, on the ground that the condition precedent to the operation of r. 9, namely, that a person had ceased to carry on a business and had been succeeded in it by another person, had not been fulfilled. By r. 9 " (1) If a person charged under this Schedule ceases within the year of assessment to carry on the trade . . . in respect of which the assessment is made, and is succeeded therein by another person, the surveyor shall . . . certify to the General Commissioners for the division . . . the particulars thereof, and the . . . name . . . of the person charged and of his successor . . ." By r. 9 (2): " On receipt of the certificate the Commissioners shall . . . adjust the assessment by charging the successor with a fair proportion thereof from the time of his succeeding to the trade . . . and relieving the person originally charged from a like amount." The House took time for consideration.

Viscount Simon, L.C., said that " assessment " was used to mean sometimes the fixing of the sum taken to represent the actual profit to be charged with tax and sometimes the actual sum in tax which the taxpayer was liable to pay. The two separate meanings might occasionally be found within the bounds of one section, e.g., the first in r. 9 (1) and (2), and the second in r. 9 (3). The preservation of the identity and continuity of a business, notwithstanding a change in those who carried it on, was probably most completely illustrated by changes in partnership firms. Could the change which had taken place here be described by " ceases " and " is succeeded therein by another person " ? The difficulty in construing or applying the rule only arose if the new partnership contained a member or members of the old. Here none of the former partners had retired. No distinction in principle could be drawn, as counsel for the respondents had admitted, between such a case and one where all the partners except one retired and several new ones were added. If nothing more were involved than the strict legal construction of r. 9, without reference to its setting in the income tax code, he (his lordship) would agree with the Court of Appeal. However, the system whereby the figure representing profits was arrived at by reference to the previous year's profits might, if not modified, operate with special hardship in the event of a change in the composition of a partnership in the course of a year of assessment, since the Crown would be entitled to demand the whole amount of tax from a new partner who had only joined towards the end of the year. Rule 11 (2), as introduced by s. 32 (1) of the Finance Act, 1926, dealt with the position where there was a complete change in the person or persons carrying on the trade during the year of assessment. Rule 9 could therefore only apply to changes in the composition of partnerships where some of the former partners remained in the new combination. Parliament regarded the transfer of a business from one partnership to another as a " succession " even though some of the partners remained. The House had to choose between two views, neither entirely satisfactory. The result, that if some of the partners remained a change in partnership was to be regarded as a ceasing to trade by the old partnership and a succeeding by the new, was preferable to treating r. 9 as obsolete, but was only reached by giving r. 9 an application difficult to reconcile with the aptest use of legal terminology. The appeal should be allowed.

Lord Russell of Killowen, dissenting, said that in his opinion, Clauson, L.J.'s judgment was unanswerable.

The other noble and learned Lords agreed with the Lord Chancellor.

Counsel: *The Attorney-General* (Sir Donald Somervell, K.C.), and *R. P. Hills; King*, K.C., and *F. Grant.*

Solicitors: *The Solicitor of Inland Revenue; Janson, Cobb, Pearson & Co.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

S.R. & O., 1942, No. 925/L.11, made by the Reference Committee for England in pursuance of para. 2 of the Second Schedule to the War Damage Act, 1941, comes into operation on the 27th May.

COURT OF APPEAL.

In re Smith & Fawcett, Ltd.

Lord Greene, M.R., Luxmoore, L.J., and Asquith, J. 27th March, 1942.

Companies—Articles confer power to refuse to register transfer—Directors refuse to register part of holding—Validity of refusal.

Appeal from a decision of Simonds, J.

The appellant was the personal representative of his father, who at his death was the registered holder of 4,001 shares in S., Ltd., a private company. The articles of the company provided that " The directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of shares." The directors, purporting to act in exercise of this power, refused to register the appellant as the holder of his father's shares, but they agreed to register him in respect of 2,001 shares if the remaining 2,000 shares were sold to one of the directors. The appellant sought an order directing the registration of the transfer. Simonds, J., refused to order such registration and the appellant appealed.

Lord Greene, M.R., said that the principle to be applied in cases where the articles of association of a company conferred a discretion on directors with regard to the acceptance of transfers of shares was free from doubt. The directors must exercise their discretion *bona fide* in what they, not the court, considered to be in the interests of the company and not for any collateral purpose. In construing articles it had to be borne in mind that one of the normal rights of a shareholder was the right to transfer his shares to whom he pleased. That right, if it was cut down, must be cut down with clarity. It might, however, be cut down to any extent by the articles. In the case of private companies there might be very good business reasons for giving the directors powers of the widest description. It was argued for the appellant that whatever language was used in the articles, the power of the directors to refuse to register a transfer was always limited to grounds personal to the transferee. In the present case, as the directors were prepared to register him in respect of 2,001 shares, there could be no personal objection to him. The authorities laid down no such general rule. The observations of Warrington, L.J., in *In re Bede Steam Shipping Co.* [1917] 1 Ch. 123, laid down no general rule. They only referred to the article then under consideration. There was nothing on principle or authority to make it impossible to draft such a wide power to refuse to transfer as would enable directors to take into account any matter which they conceived to be in the interests of the company. The question was whether, on the true construction of this particular article, the directors were limited by anything but their *bona fide* view as to the interests of the company. The article in this case was drafted in the widest possible terms. It gave to the directors an absolute and uncontrolled discretion. This being so, as the court was satisfied that the directors' refusal had not been due to anything but a *bona fide* consideration of the interests of the company, the learned judge was right and the appeal must be dismissed.

Counsel: *W. P. Spens*, K.C., and *J. Pennycuick; R. F. Roxburgh*, K.C., and *Sir Norman G. Touche.*

Solicitors: *Ward, Bowie & Co.*, agents for *A. V. Hammond & Co.*, Bradford; *Wynne-Baxter & Keeble*, agents for *James A. Lee & Priestley*, Bradford.

[Reported by Miss B. A. Bicknell, Barrister-at-Law.]

KING'S BENCH DIVISION.

D. Glanville & Co., Ltd. *v.* Lyne.

Croom-Johnson, J. 12th February, 1942.

Practice—Costs—Action by limited company under wrong name—Judge's refusal to substitute correct name—Judgment for defendant—Plaintiffs' solicitors' liability for costs.

Practice note.

In an action for breach of contract brought by D. Glanville & Co., Ltd., a change of the plaintiffs' solicitors took place. During the trial it transpired that the company with which the defendant entered into the contract was called " Dudley Glanville & Co., Ltd.," and further, on examination of that company's file, that the contract was *ultra vires* the company. Croom-Johnson, J., refused leave to make an amendment by way of substituting the correct name so that Dudley Glanville & Co., Ltd., might be liable for costs instead of their solicitors. The defendant was willing to accept party-and-party costs only, and a representative of the original solicitors appeared to waive notice of the application for costs.

Croom-Johnson, J., ordered judgment to be entered for the defendant on the ground of non-existence of the plaintiffs, her costs to be paid by the plaintiffs' original solicitors down to the date of the change, and by the later solicitors from that date.

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Radley *v.* London Passenger Transport Board.

Humphreys, J. 19th February, 1942.

Negligence — Transport undertaking — Omnibus — Overhanging branch — Window broken—Passenger injured—Driver's duty to see obstruction—Liability.

Action for damages for personal injuries.

The plaintiff, a small boy, was on the upper deck of an omnibus belonging to the defendant board. The omnibus was travelling along a country road when an overhanging branch against which the vehicle brushed broke several of the windows near where he was sitting, and a splinter of glass entered one of his eyes, which had to be removed. Evidence was given that it had been noticed on several occasions that omnibuses passing along the particular road brushed against overhanging branches. In an action against them for negligence, the defendants contended that no *prima facie*

case had been established, and called no evidence to explain the accident.

HUMPHREYS, J., said that it was in his opinion clear that the plaintiff had established a *prima facie* case of negligence, because when passengers were being carried in an omnibus for reward there was at the least a duty on the owners of the vehicle to take reasonable care to see that they were not injured. A possible cause of injury was always the running of the omnibus into an obstruction. If the omnibus here had run into an obstruction on the surface of the highway the case would have been unarguable; and it was immaterial that the obstruction into which it ran was not on the ground. No explanation had been offered why the driver did not see this obstruction in the road. It could only be assumed that he did not notice that a branch was overhanging. It was, however, a thing to look out for which was his duty, especially as, according to the evidence, other omnibuses of the defendants had brushed against such branches. It was the defendants' duty to see that such a thing did not happen. His (his lordship's) judgment was not to be understood as going one whit further than the facts of the case. Circumstances were easy to imagine in which it was through no fault of a driver that he had failed to notice such a branch, for example, if in a gale it broke off suddenly. Here there was an obstruction clearly visible to the driver which, however, he did not see. The plaintiff was accordingly entitled to recover on ordinary first principles of law.

COUNSEL: *Sellers*, K.C., and *Horniman*; *W. B. Franklin* (*Monier-Williams* with him).

SOLICITORS: *Jennings, Son & Ash*; *R. McDonald.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Obituary.

MR. T. HOLDEN.

Mr. Timothy Holden, solicitor, of Messrs. T. Holden, Blanthorne and Davies, died on Monday, 11th May, aged seventy-two. He was admitted in 1914.

MR. R. L. HUNTER.

Mr. Robert Lewin Hunter, formerly a solicitor of Lincoln's Inn, died on Saturday, 16th May, aged ninety. He was educated at Winchester and Brasenose College, Oxford, and was admitted in 1877. The Lord Chancellor wrote an appreciation of Mr. Hunter, which appeared in *The Times* of the 19th May.

Parliamentary News.

PROGRESS OF BILLS.

HOUSE OF LORDS.

Coal (Concurrent Leases) Bill [H.L.].
Royal Naval Volunteer Reserve Bill [H.L.].
Read Second Time. [19th May.
Land Drainage Provisional Order Bill [H.C.].
Read First Time. [13th May.

HOUSE OF COMMONS.

Pensions (Mercantile Marine) Bill [H.C.].
Read Second Time. [14th May.
Finance Bill [H.C.].
In Committee. [14th May.

Rules and Orders.

S.R. & O., 1942, No. 786/L.8.

LAND CHARGES, ENGLAND.

THE LOCAL LAND CHARGES (AMENDMENT) RULES, 1942.

DATED APRIL 24, 1942.

I, John Viscount Simon, Lord High Chancellor of Great Britain, by virtue and in pursuance of the Land Charges Act, 1925,* and of all other powers enabling me in this behalf, do hereby make the following Rules:—

1. A Rule referred to by number in these Rules means the Rule so numbered in the Local Land Charges Rules, 1934† as amended by any subsequent Rules.

2. In Rule 5, the following paragraph shall be added:—

"(*e*) Part V, being a part relating to charges acquired by a County Council under section 8 (3) (*d*) of the Agriculture (Miscellaneous Provisions) Act, 1941."

3. The following Rule shall be inserted after Rule 10, and shall stand as Rule 10 (A):—

"*Part V of the Register.*

"10 (A) (1) A certified copy of every certificate delivered to the County Council by the Minister of Agriculture and Fisheries under section 8 (3) (*b*) of the Agriculture (Miscellaneous Provisions) Act, 1941, shall be annexed to Part V of the Register, and there shall be endorsed on the copy the date on which the certificate was so delivered.

(2) Every entry in Part V of the Register shall contain:—

(i) A sufficient description, by reference to a plan or otherwise, of the land which is affected by the charge;

(ii) A reference to every certificate delivered by the Minister of Agriculture and Fisheries which affects the land to which the entry relates;

(iii) A figure showing the proportion of the total expenses of any works of maintenance for which the County Council is entitled to a charge on the land by virtue of section 8 (3) (*d*) of the said Act, being the proportion specified in the certificate in relation to the land;

(iv) The date of the registration of the charge;

(v) Particulars of any sums from time to time secured by the charge;

(vi) Particulars of any sums paid off."

4. These Rules may be cited as the Local Land Charges (Amendment) Rules, 1942, and the Local Land Charges Rules, 1934, as amended shall have effect as further amended by these Rules.

Dated the 24th day of April, 1942. *Simon*, C.

* 15 & 16 Geo. 5, c. 22. † S.R. & O., 1934 (No. 285) I, p. 924.

BANKRUPTCY, ENGLAND.

GENERAL RULES.

S.R. & O., 1942, No. 881/L.9.

THE BANKRUPTCY (BILLS OF COSTS) RULES, 1942.

DATED MAY 8, 1942.

I, John Viscount Simon, Lord High Chancellor of Great Britain, with the concurrence of the President of the Board of Trade, and in exercise of the powers conferred on me by Section 132 of the Bankruptcy Act, 1914,* and of all other powers enabling me in this behalf, hereby make the following Rules:—

1. The requirement in paragraph 6 of the General Regulations contained in Part II of the Appendix to the Bankruptcy Rules, 1915,† that bills of costs are to be written on one side of the paper only shall be suspended until the requirement is restored by further Rules.

2. These Rules may be cited as the Bankruptcy (Bills of Costs) Rules, 1942.

Dated the 8th day of May, 1942. *Simon*, C.

I concur. *Hugh Dalton*,
President of the Board of Trade.

* 4 & 5 Geo. 5, c. 59.

† S.R. & O. 1914 (No. 1824) I, p. 41. For amendments prior to 1940 see "Index to S.R. & O. in Force Aug. 31, 1939," at p. 79.

War Legislation.

STATUTORY RULES AND ORDERS, 1942.

No. 881/L.9 **Bankruptcy, England.** Bankruptcy (Bills of Costs) Rules, May 8.

No. 810. **Civil Service.** Order in Council, April 30, temporarily suspending Art. 5 of Order in Council of 22 July, 1920.

E.P. 880. **Control of Paper** (No. 36) Order, 1941, Direction No. 8, May 8.

E.P. 838. **Emergency Powers** (Defence) Acquisition and Disposal of Motor Vehicles (Amend.) Order, April 30.

No. 844. **Export of Goods** (Control) (No. 23) Order, May 5.

E.P. 840. **Fire Prevention** (Business Premises) Order, May 4.

E.P. 839. Fire Prevention (Government Premises) Order, May 4.

No. 883. **Fire Services** (Emer. Provs.) National Fire Service (Gen.) (No. 3) Regs., May 8.

E.P. 876. **Flour** (Restriction on Use) Order, 1942. Amendment Order, May 7.

E.P. 885. **Food Control Committees** (Local Distribution) Order, 1939, and Food Control Committees (Licensing of Establishments) Order, 1941. Amendment Order, May 9.

E.P. 843. **Food Seizure** Amendment Order, May 5.

E.P. 872. **Food Transport** Order, 1941, Amendment Order, May 7, giving directions thereunder.

E.P. 899. Food Transport Order, 1941. Directions, May 11.

No. 828. **Furniture** (Max. Prices) Order, May 5.

No. 815. **Goods and Services** (Price Control). Second-hand Goods (Max. Prices and Records) Order, May 5.

No. 837. Goods and Services (Price Control). Storage-Furniture, etc. Storage (Max. Charges) Order, May 8.

E.P. 856. **Kitchen Waste** (Licensing of Private Collectors) No. 4 Order, April 29.

E.P. 850. **Limitation of Supplies** (Cloth and Apparel) (No. 8) Order, May 7.

E.P. 777. Limitation of Supplies (Cloth and Apparel) Order, 1941 and Direction, March 17, 1942, *re* supply of Utility Woven Wool Cloth to Designated Firms, Licence and Direction, May 7.

E.P. 832 **Making of Civilian Clothing** (Restrictions) (No. 2) Orders, 1942, Gen. Licence, May 6.

E.P. 784. Making of Civilian Clothing (Restrictions) (No. 6) Order, 1942, May 1.

E.P. 833. Making of Civilian Clothing (Restrictions) (No. 8) Order, May 4.

E.P. 852. Making of Civilian Clothing (Restrictions) (No. 8) Order, 1942. Gen. Licence, May 4.

E.P. 857. **Motor Fuel Rationing** Order, April 30.

E.P. 902. Motor Fuel Rationing (No. 3) Order, 1941, Gen. Direction (Records) No. 1, May 8.

No. 858. **National Health Insurance and Contributory Pensions** (Consequential Amends.) Regs., April 8.

E.P. 761. **Particulars of Scrap Metal** (No. 1) Order, April 23.

E.P. 914. **Police and Civil Defence Duties** (Tribunals) Order, May 8.

STATIONERY OFFICE.

List of Statutory Rules and Orders. April 1 to 30, 1942.